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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN AND RELATED MOTIONS

Name of Debtor(s)): Jametta D. Edwards-Kendrick	Case No: 13-36140
This plan, dated No.	ovember 25, 2013 , is:	
	the <i>first</i> Chapter 13 plan filed in this case. a modified Plan, which replaces theconfirmed orunconfirmed Plan dated .	
	Date and Time of Modified Plan Confirming Hearing:	
	Place of Modified Plan Confirmation Hearing:	
The	Plan provisions modified by this filing are:	
Cred	litors affected by this modification are:	

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing. Objection due date: . Confirmation hearing is set for February 5, 2014 @ 11:10 a.m. 701 E. Broad Street, Richmond VA 5th Floor Rm 5100. If no objections are timely filed, a confirmation hearing will NOT be held.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: \$179,726.00

Total Non-Priority Unsecured Debt: \$5,039.00

Total Priority Debt: **\$300.00**Total Secured Debt: **\$170,194.37**

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- **1. Funding of Plan.** The debtor(s) propose to pay the trustee the sum of \$165.00 Monthly for 54 months. Other payments to the Trustee are as follows: NONE . The total amount to be paid into the plan is \$8,910.00 .
- 2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.
 - A. Administrative Claims under 11 U.S.C. § 1326.
 - 1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
 - 2. Debtor(s)' attorney will be paid \$ __2,621.00 _ balance due of the total fee of \$ __3,000.00 _ concurrently with or prior to the payments to remaining creditors.
 - B. Claims under 11 U.S.C. §507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

Creditor	Type of Priority	Estimated Claim	Payment and Term
Commonwealth of VA-Tax	Taxes and certain other debts	0.00	
			0 months
Internal Revenue Service	Taxes and certain other debts	300.00	
			3 months

- 3. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.
 - A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan. The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u> <u>Collateral</u> <u>Purchase Date</u> <u>Est Debt Bal.</u> <u>Replacement Value</u> -NONE-

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

<u>Creditor</u> <u>Collateral Description</u> <u>Estimated Value</u> <u>Estimated Total Claim</u>

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C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

Creditor Collateral Description Adeq. Protection Monthly Payment To Be Paid By

Title Max 2004 Lexus RX330 Mileage: 178,000 - Adequate Protection Adequate Protection

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, whichever is less, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.

Approx. Bal. of Debt or "Crammed Down" Value Title Max 2004 Lexus RX330 Mileage: 178,000 - Adequate Protection Approx. Bal. of Debt or "Crammed Down" Value 2,694.37 Approx. Bal. of Debt or "Crammed Down" Value 2,694.37 Approx. Bal. of Debt or T

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

4. Unsecured Claims.

-NONE-

- B. Separately classified unsecured claims.

Creditor Basis for Classification Treatment

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- 5. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).
 - A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

		Regular		Arrearage		Monthly
		Contract	Estimated	Interest	Estimated	Arrearage
Creditor	Collateral	Payment	Arrearage	Rate	Cure Period	Payment
Mortgage Service	1701 Headwaters Road,	1,399.00	See	0%	0 months	
Center	Midlothian, VA 23113 (Arrears		Paragraph			
	paid by Loan Mod)		11(5)			
	Chesterfield County		Payment of			
			arrearage by			
			Loan Mod.			

B. Trustee to make contract payments and cure arrears, if any. The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

		Regular			Monthly
		Contract	Estimated Interest	Term for	Arrearage
<u>Creditor</u>	<u>Collateral</u>	Payment	Arrearage Rate	Arrearage	Payment
-NONE-					

C. Restructured Mortgage Loans to be paid fully during term of Plan. Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

		Interest	Estimated	
<u>Creditor</u> -NONE-	Collateral	Rate	Claim	Monthly Paymt& Est. Term**
-INOINE-				

- **6. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.
 - **A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts.

Creditor	Type of Contract
-NONE-	

B. Executory contracts and unexpired leases to be assumed. The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

Creditor	Type of Contract	Arrearage	Monthly Payment for Arrears	Estimated Cure Period
-NONE-	Type of Commune	<u> </u>	101 Allcais	

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- 7. Liens Which Debtor(s) Seek to Avoid.
 - A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f). The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien. If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u> <u>Collateral</u> <u>Exemption Amount</u> <u>Value of Collateral</u>

B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f). The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u> <u>Type of Lien</u> <u>Description of Collateral</u> <u>Basis for Avoidance</u>

- 8. Treatment and Payment of Claims.
 - All creditors must timely file a proof of claim to receive payment from the Trustee.
 - If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
 - If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
 - The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- 9. Vesting of Property of the Estate. Property of the estate shall revest in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.
- **10. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.
- 11. Other provisions of this plan:
 - (1) Upon confirmation of this plan, priority creditors are granted relief from the automatic stay only to the extent necessary to offset any pre-petition tax refund due to the debtor against any pre-petition tax liability owed by the debtor.
 - (2) Debtor's attorney's fees to be paid as a priority claim.
 - (3) The trustee can extend the plan up to 60 months to pay properly filed claims in this matter.
 - (4) The debtor will not MODIFY THE DEED, SELL, REFINANCE, OR MODIFY THE MORTGAGE without an order from the court.
 - (5) ***Debtor acknowledges that there is an arrearage of approximately \$29,000 that must be paid pursuant to 11 USC §1322 et. seq. The debtor's plan proposes to pay the post-petition mortgage payments as they become due and to cure the actual arrearage per Mortgage company's proof of claim by loan modification of the mortgage on or before July 11, 2014

In the alternative: If this Court has not entered a Loan Modification Order by July 11, 2014 that provides for the payment of the mortgage arrears per the lender's Proof of claim, this plan shall dispose of this debt and the realty located herein in accordance with Section 3B of this plan and the security shall be surrendered. Per the provisions of Sec 3B the automatic stay pursuant to 11 USC §362 SHALL terminate to permit the Mortgage Loan Creditor to enforce the lien of its Deed of Trust.

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Signatures:		
Dated: Nove	ember 25, 2013	
/s/ Jametta D. I	Edwards-Kendrick	/s/ Pia J. North
	vards-Kendrick	Pia J. North 29672
Debtor		Debtor's Attorney
Exhibits:	Copy of Debtor(s)' Budget (Sch Matrix of Parties Served with F	
I certify that on _ Service List.	November 25, 2013 , I mailed	Certificate of Service a copy of the foregoing to the creditors and parties in interest on the attached
		a J. North
		North 29672
	Signa	ure
		Harbour Park Drive
		thian, VA 23112
	Addre	SS
	(804)	739-3700
	Telep	hone No.

Ver. 09/17/09 [effective 12/01/09]

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B6I (Off	icial Form 6I) (12/07)			
In re	Jametta D. Edwards-Kendrick		Case No.	13-36140
		Debtor(s)		•

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DI	EBTOR AND SI	POUSE		
Divorced	RELATIONSHIP(S): Daughter	AGE(S):	1997		
Employment:	DEBTOR		SPOUSE		
Occupation	Realtor				
Name of Employer	Integrity Choice Realty				
How long employed	April 2011				
Address of Employer	1100 Welborne Drive Suite 103 Henrico, VA 23229				
	ge or projected monthly income at time case filed)		DEBTOR		SPOUSE
	, and commissions (Prorate if not paid monthly)	\$_	3,000.00	\$	N/A
2. Estimate monthly overtime		\$ _	0.00	\$	N/A
3. SUBTOTAL		\$	3,000.00	\$	N/A
4. LESS PAYROLL DEDUCT					
a. Payroll taxes and social	l security	\$_	0.00	\$	N/A
b. Insurance		\$_	0.00	\$	N/A
c. Union dues		\$_	0.00	\$	N/A
d. Other (Specify):		- \$_	0.00	\$ \$	N/A N/A
5. SUBTOTAL OF PAYROLL	DEDUCTIONS	\$_	0.00	\$	N/A
6. TOTAL NET MONTHLY T	AKE HOME PAY	\$_	3,000.00	\$	N/A
7. Regular income from operati	ion of business or profession or farm (Attach detailed statemen	t) \$	0.00	\$	N/A
8. Income from real property		\$	0.00	\$	N/A
9. Interest and dividends		\$	0.00	\$	N/A
dependents listed above	upport payments payable to the debtor for the debtor's use or the	nat of \$	350.00	\$	N/A
11. Social security or governme (Specify):		¢	0.00	\$	N/A
(Specify).		-	0.00	\$ 	N/A
12. Pension or retirement incor 13. Other monthly income	ne	\$	0.00	\$	N/A
	d tax refund Federal \$2,900 / State \$0	\$	241.67	\$	N/A
(Specify).	a tax foruma i Guorai φ2,000 / Otato φ0	\$	0.00	\$	N/A
14. SUBTOTAL OF LINES 7	THROUGH 13	\$_	591.67	\$	N/A
15. AVERAGE MONTHLY IN	NCOME (Add amounts shown on lines 6 and 14)	\$_	3,591.67	\$	N/A
16. COMBINED AVERAGE N	MONTHLY INCOME: (Combine column totals from line 15)		\$	3,591.6	57

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

Debtor anticipates her income will increase as a realtor for Integrity Choice. She anticipates her monthly income will be approximamately \$3,000 per month. This anticipated income is reflected on Schedule I.

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B6J (Off	cial Form 6J) (12/07)			
In re	Jametta D. Edwards-Kendrick		Case No.	13-36140
		Debtor(s)		

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time

case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22		verage monthly
☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Comple expenditures labeled "Spouse."	ete a separat	te schedule of
1. Rent or home mortgage payment (include lot rented for mobile home)	\$	1,399.00
a. Are real estate taxes included? Yes X No		
b. Is property insurance included? Yes X No		
2. Utilities: a. Electricity and heating fuel	\$	250.00
b. Water and sewer	\$	32.50
c. Telephone	\$	68.67
d. Other See Detailed Expense Attachment	\$	337.32
3. Home maintenance (repairs and upkeep)	\$	50.00
4. Food	\$	357.24
5. Clothing	\$	55.00
6. Laundry and dry cleaning	\$	0.00
7. Medical and dental expenses	\$	50.00
8. Transportation (not including car payments)	\$	209.20
 Recreation, clubs and entertainment, newspapers, magazines, etc. Charitable contributions 	\$	0.00
11. Insurance (not deducted from wages or included in home mortgage payments)	э	0.00
a. Homeowner's or renter's	\$	0.00
b. Life	φ <u> </u>	0.00
c. Health	\$	0.00
d. Auto	\$ 	59.00
e. Other	\$ 	0.00
12. Taxes (not deducted from wages or included in home mortgage payments)	Ψ	
(Specify) See Detailed Expense Attachment	\$	214.58
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the	<u> </u>	
plan)		
a. Auto	\$	0.00
b. Other See Detailed Expense Attachment	\$	344.16
14. Alimony, maintenance, and support paid to others	\$	0.00
15. Payments for support of additional dependents not living at your home	\$	0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$	0.00
17. Other	\$	0.00
Other	\$	0.00
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and,	\$	3,426.67
if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	· —	
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year		
following the filing of this document:		
	_	
20. STATEMENT OF MONTHLY NET INCOME		
a. Average monthly income from Line 15 of Schedule I	\$	3,591.67
b. Average monthly expenses from Line 18 above	\$	3,426.67
c. Monthly net income (a. minus b.)	\$	165.00

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B6J (Official Form 6J) (12/07)

Total Other Installment Payments

In re Jametta D. Edwards-Kendrick Case No. 13-36140

Debtor(s)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S) Detailed Expense Attachment

Detailed Expense Attachment		
Other Utility Expenditures:		
Cell Phone	\$	200.00
Cable	<u> </u>	68.66
Internet	\$	68.66
Total Other Utility Expenditures	\$	337.32
Specific Tax Expenditures:		
Personal Property Tax \$175	\$	14.58
Estimated tax payments		200.00
Total Tax Expenditures	\$	214.58
Other Installment Payments:		
Grooming and toilitries	\$	100.00
Misc. expenses	<u> </u>	100.00
Vehicle upkeep 2004	\$	90.00
School and Activities	\$	54.16

344.16

\$

North & Asserial S, 361240-KLP
Pia J. North
5913 Harbour Park Drive
Midlothian, VA 23112

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Capital One PO Box 85617 Richmond, VA 23276 Shapiro, Brown & Alt 236 Clearfield Ave; #215 Virginia Beach, VA 23462

Capital Pediatrics 11601 Robious Road Midlothian, VA 23113 Title Max 7807 West Broad Street Richmond, VA 23230

Commonwealth of VA-Tax P.O. Box 2156 Richmond, VA 23218-2156 Wachovia / Wells Fargo Post Office Box 15153 Wilmington, DE 19886-5513

First Community Bank 900 North Parham Rd. Henrico, VA 23229 Wellsfargo 7711 Plantation Ro R4058-015 Roanoke, VA 24019

Focus Recovery 97 Metropolitan Co Suite B Richmond, VA 23236 West Gynecology & Medical Spa P.O.Box 645 Midlothian, VA 23113

Internal Revenue Service Insolvency Unit Post Office Box 7346 Philadelphia, PA 19114

Interstate Credit Collections 711 Coliseum Plaza Ct Winston Salem, NC 27106

Mortgage Service Center 2001 Bishops Gate Blvd Mount Laurel, NJ 08054

Portfolio Recovery 120 Corporate Blvd Ste 1 Norfolk, VA 23502